



P.O. Box 21311 ☒ Kalorama Station ☒ Washington DC 20009  
202.483.6492

## AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 1998 by and between "Tryst" (hereinafter the "Applicant"), and PETER SCHOTT, on behalf of Kalorama Citizens Association (hereinafter the "Protestant").

WHEREAS, Applicant having filed an application with the District of Columbia Alcohol Beverage Control Board (hereafter "ABC Board") for issuance of a class CR License for the premises at 2459 18th St., N.W., Washington, DC 20009, which application is pending before the ABC Board in case No. 35644.

WHEREAS, Protestant having timely filed before the ABC Board a protest opposing the granting of the referenced application; and

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to the approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant ~~will agree to the issuance of the ABC License, and withdrawal of the Protest.~~ *CS*

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. Noise suppression: There shall be no loud music performed in the establishment. Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity or on the sidewalks across the street from the Restaurant on 18th Street. The Restaurant's operations shall at all times be in compliance with the D.C. Noise Control Act. Applicant will encourage employees and patrons, by posted sign or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will disturb the peace and tranquility of residents in the enjoyment of their homes or generate a noise complaint.

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Peter Schott ☒ President  
Mike Gould ☒ Executive Vice President  
Jim Nash ☒ Vice President  
Larry Karr ☒ Treasurer  
Ken Knott ☒ Secretary

2. Hours of Operation: Applicant shall open its doors to receive patrons from no earlier than 7 am Monday through Saturday, and 8 am Sunday until no later than 2 am, Monday through Thursday, 3 am Friday and Saturday, and midnight on Sunday. Alcoholic beverages may not be carried out of the establishment and shall only be available during hours expressed by law. Food service will be available at all times that alcoholic beverages are served. Alcohol shall be served between Monday through Friday, noon to closing, Saturday and Sunday with onset of brunch until closing.

3. Trash removal: Applicant will maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area and see that those areas remain clean, and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control the pest and rodent population.

4. Removal of grease and oils: Applicant will provide for the proper removal of grease and oils and will not deposit these substances for removal in dumpster.

5. Removal of trash: Applicant will maintain free of trash and litter the adjacent rear alley area, and public space and street to a minimum distance of 18 feet from the curb, adjacent to the front of the building, in compliance with all applicable D.C. regulations in this respect, as often as needed (minimum of twice daily).

6. Food service to liquor ratio: Applicant will comply in all respects with the requirements of its license or other requirements of law, including maintaining the appropriate ratio between food service and liquor sales, refusing sales of alcohol or cigarettes to legally underage persons, and refusing to sell alcohol to inebriated patrons.

7. Ingress and Egress: No patron or ingress or egress at rear of building shall be permitted

8. Public Space Usage: No tables nor structures shall be placed outside the building without proper licensing and notification process.

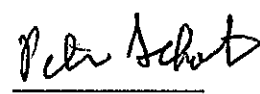
9. Employment practices: Applicant will make its best efforts to recruit employees from Adams Morgan and adjacent areas.

10. Right to protest: The parties agree that if reason discussions of violations are resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by in the D.C. Regulations.

IN WITNESS WHEREOF, the Parties place their hands, on the date written above.

APPLICANT

  
Tryst, by  
Constantine Stavropoulos

  
Peter Schott, President  
Kalorama Citizens Association

35644

## AMENDMENT TO AGREEMENT OF MAY 5, 1998

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of Dec October, 2002, by and between Tryst, Inc., trading as Tryst (hereinafter the "Applicant") and the Kalorama Citizens Association (hereinafter the "Protestants") witnesses:

Whereas Applicant has filed an application (#35644) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of a class "CR" License for the premises known as Tryst, located at 2459 18th Street, NW, Washington, DC.

Whereas Protestants have filed before the Board a protest opposing the granting of this substantial change request.

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the substantial change of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order of the license, which order is thereby conditioned upon compliance with such agreement.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

Paragraph #1 of May 5, 1998 Agreement is deleted and new Paragraph #1 below takes its place.

The parties wish the word "feet" in Paragraph #5 of the May 5, 1998 Agreement to be replaced by the word "inches".

1. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, as set forth in Title 23 DCMR 905 and the D.C. Noise Control Act and its amendments (D.C. Law 2-53, D.C. Act 11-297 and D.C. Act 14-88 and its future successor amendments. Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity.

Applicant agrees to carefully manage the level of the sound and to close the doors and windows of his establishment when live music is being performed if he expects the performance will exceed volume levels allowed by law, or if complaints are received by the Metropolitan Police Department or the ABC Board.

Applicant further agrees to close the doors and windows of the establishment when live music is being presented by 10:30 pm every such night.

Applicant request is for a 'jazz trio' and he hereby promises to limit performances to three musicians in that format.

Live music performances may take place Monday through Thursday from 6:00 PM until 11:00 PM.

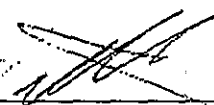
Applicant agrees that should his live music presentations result in a formal (written) violation of the D.C. Noise Control Act or Title 23 DCMR 905, that would constitute grounds for the KCA to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513.5.


2. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

3. Withdrawal of Protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that this Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Agreement.

APPLICANT:

PROTESTANTS

  
\_\_\_\_\_  
By: Constantine Stavropoulos  
*Reactor*

  
\_\_\_\_\_  
Kalorama Citizens Association  
By: Denis I.E. James, ABC Licensing Chair  
for Kalorama Citizens Association

Date: Oct. 28, 02

Date: OCTOBER 19, 2002

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Tryst, Inc.  
t/a Tryst

Application for a Retailer's Class  
CR (substantial change)  
at premises  
2459 18<sup>th</sup> Street, N.W.  
Washington, D.C.

Case no. 35644-02/111P  
2002-269

Denis I.E. James, Chairperson for the ABC Licensing Committee, on behalf of the  
Kalorama Citizens Association, Protestant

Constantine Stavropoulos, President, on behalf of the Applicant

**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppenheimer, Esquire, Member  
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION  
AND VOLUNTARY AGREEMENT**

The request for a substantial change to include a live jazz trio, Monday through Friday, 6:00 p.m. – 11:00 p.m. was protested and came before the Board on July 24, 2002 in accordance with the D.C. Official Code Section 601 (2000 Edition). Denis I.E. James, on behalf of the Kalorama Citizens Association, filed a timely protest letter dated July 7, 2002.

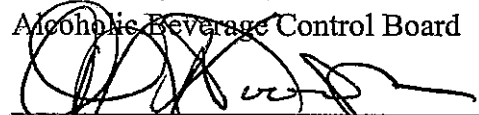
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 19, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Tryst, Inc.  
t/a Tryst  
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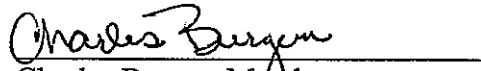
Accordingly, it is this 4<sup>th</sup> day of December ~~November~~ 2002, **ORDERED** that:

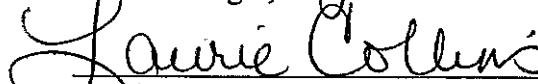
1. The opposition of Denis I.E. James, Chairperson of the ABC Licensing Committee, on behalf of the Kalorama Citizens Association, is **WITHDRAWN**;
2. The request for a substantial change to include a live jazz trio, Monday through Friday, 6:00 p.m. – 11:00 p.m. for Tryst, Inc. t/a Tryst, holder of a retailer's class CR license, at premises 2459 18<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Attorney for the Applicant.

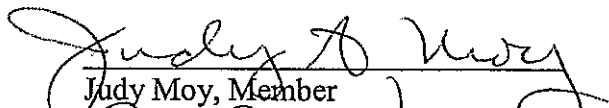
District of Columbia  
Alcoholic Beverage Control Board

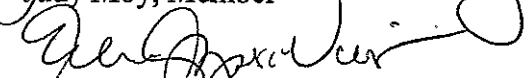
  
Roderic L. Woodson, Esquire, Chair

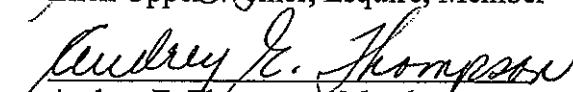
  
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